



GENERAL TERMS AND CONDITIONS OF SALES

1. GENERAL:

Elastrat's General Terms and Conditions of Sales of the company shall exclusively apply to all contracts between the Buyer and the Seller. These terms and conditions govern the sales contract between the Buyer (client) and the Seller Elastrat Sàrl., based at 43 Avenue de Chatelaine, 1203 Geneva, Switzerland.

2. PURCHASE ORDER AND CONCLUSION OF CONTRACT:

- a). Purchase Orders must be written and sent to the Seller by email, post or express carrier.
- b). The Buyer's order is considered as received by the Seller and in force when both parties, have given their acceptance and confirmation by email that will contain a description of the order, its price, the lead-time, the banking payment terms with IBAN, drawings and illustrations.
- c). In case the Buyer does not receive the order confirmation from the Seller by e-mail within 48 hours, the Buyer must contact the Seller via its email address: contact@elastrat.com.
The manufacturing process begins the day the Seller receives the Purchase Order from the Buyer and agrees to all terms and conditions.
- d). Any specific manufacture, modification regarding the manufacture of a model not mentioned on the Purchase Order will not be produced. The Purchase Order needs to be received complete with attachments of specific manufacture or mention.

3. MODIFICATION OF PURCHASE ORDER:

- a). Any modification of a purchase order received and confirmed by the Seller is valid only if the modification is subject to a written agreement between the Seller and the Buyer. The Seller is authorized to charge the administrative costs resulting from the modification of an order separately to the Buyer, i.e. the work already carried out before the new modification.
- b). The lead-time will also be extended to an appropriate period if the Seller does not receive the timely data required by the Buyer for the execution of the order or if the order has been the subject of subsequent amendments.

4. PRICE, EXPENSES:

- a). The Seller's prices always apply duty free (excluding tax), departing from the Seller's factory in Geneva, Switzerland. The final purchase price never includes transportation costs, customs duties, additional sales taxes or fuel surcharge required for import of goods into a foreign country. Any additional burdens on customs clearance will be exclusively to the Buyer's own charge.
- b). Prices charged would be those entered into force at the time of control approved by both parties.
- c). The Seller's prices are in Swiss francs CHF or Euros € or US\$, **ex works EXW** = from the factory.
- d). The Seller has the right to modify at any time without notice its price list and contents.
- e). All shipping fees are at the customer's expenses (shipping, taxes, duties, etc.)

5. TERMS OF PAYMENT:

- a). Should the Seller's price offers be subject to special terms of payment, the following usual payment conditions apply to the Buyer:
 - **PIA 100**: A full (100%) advanced payment at reception of order. For a special order and/or for a new customer.
 - **PIA 50**: A 50% advanced payment at order before start of project, and 50% balance payment within 30 days net after receipt of invoice date and goods. For customized orders and/or for occasional customers.
 - **NET 30**: A full payment within 30 days net upon receipt of invoice date and goods. Only for returning valued customer.
- b). Payment of the Seller's invoices is only accepted by International Bank wire transfer on the invoice corresponding currency. All information referring to payment currency and terms are mentioned on the Seller's invoice or price offer. The amount on the invoice must be paid in full. Important: All bank charges are covered by the Buyer.
- c). Any payment delays according to the terms of payment stipulated in the invoice causes an interest of 9% to the Buyer from the 31st day after the date of invoice and receipt of goods.
- d). The goods remain the property of the Seller until full payment of the price indicated on the invoice is received.
- e). In case of split payments with multiple deadlines, failure to pay a single instalment will make the entire amount due and the Seller will be entitled to apply for cancellation of the sale.



6. DELIVERY, TRANSPORT, PACKAGING:

- a). The Seller respects as much as possible the agreed delivery terms. These delivery terms can however not be guaranteed. Failure of any agreed time limit does not give the Buyer the right of any nature whatsoever with regards to the Seller. Delays do not entitle the Buyer to reject the goods or to any compensation of the costs resulting from the delay, nor repairs of any kind whatsoever.
- b). The delivery will always be made from the Seller's original company based in Geneva, direct delivery with the carrier expressly appointed by the Buyer.
- c). The merchandise will also be made available directly to a customer who wants to pick up the goods in Geneva, Switzerland. In this case, the Swiss VAT of 7.7% will be invoiced on the total of the goods with the postal costs if they have to be invoiced.
- d). Delivery is made at the risk of the Buyer. On delivery the Buyer will ensure that the contents of packages are checked in the presence of the deliveryman to see if there is any damage of the package or merchandise. In case of damage, the exact nature of the damage should be noted on the receipt of transport and be confirmed by the carrier as well the Seller, this within 48 hours of delivery.
- e). The models are always sent **with incoterms ex works : EXW = from our factory in Geneva**.
The moment of delivery of the goods is when they are placed at the buyer's disposal in the previously named place (e.g. factory, warehouse or on the premises) and the agreed time. The buyer, at his own risk and cost, obtains documentation authorizing him to export and carry out all for export, import or transit clearance formalities.
Carries out all import, export and transit clearance formalities. Organizes the transport of goods from the place of delivery.

7. WARRANTY / LIABILITY / CLAIMS:

- a). **Length of warranty period:** One (1) year from the date of reception of the models by the first Buyer. This warranty extends only to the first Buyer and is not transferable.
The slippery liquid concentrate has a warranty of 3 months of use upon receipt. The length of warranty period for the models and the slippery liquid is covered from the date of reception of the goods.
- b). The one-year warranty refers only to normal usage of the Seller's models in accordance with its instructions for use, which are enclosed in the User's manual (or Mounting Instructions Document) sent with the goods.
- c). The buyer must check the goods delivered during the first 10 days of receipt and notify the Seller in writing of any possible defect in the commodity, other than those resulting from transport.
- d). The Buyer will waive any claim and may not claim defects and apparent defects of the goods beyond the fixed period upon receipt of delivery. He will attach the copy of the invoice to the claim and not use the goods during that period.
- e). The delivered models are guaranteed against existence of a defect manufactured on the model, workmanship during the warranty period, defective or unfit for the use for which it was intended.
- f). The recognition of the defect during a control executed by the Buyer within 10 days upon receipt of the goods.
- g). The Seller will not be held responsible if the defect is not to be proven to be the Seller's fault.
- h). The warranty will be valid only in cases where the Seller's technical team finds after examining the defective good that the problem comes neither from gross negligence nor from any modifications made by the Buyer.
- i). Defects or damages that result from improper operation, storage, misuse or abuse, accident or neglect, such as physical damages as cracks, scratches, knife cuts, needle holes to the surface of the product result from misuse and will not be taken into consideration.
- j). Contact to or inside the model with liquids other than water or the Seller's slippery liquid mixed in water and being used as mentioned in the "instructions of use" result from misuse and will not be taken into consideration.
- k). The Buyer is in no way accorded warranty coverage in case of improper use of the model, i.e. not conforming to its proper use as defined by the Seller in its manual under "Instructions and Precautions Regarding the Use of Elastrat's Silicon Models".
- l). Under warranty / liability the Seller will at its own discretion either:
repair the goods at its own expense if no specific abuse or misuse is considered, or split the costs between both parties in case damages are not proven to be a faulty manufacture from the Seller or
invoice the full costs to the Buyer if the defect is proven to be made by the Buyer.
- m). The replaced or repaired model will be covered by the balance of this time remaining on the Buyer's original limited warranty.
- n). The buyer has no other rights to warranty.
- o). **Return of Goods:** no merchandise can be returned without the prior written consent of the Seller. A return cannot take place if the goods have undergone any changes or modifications by the Buyer and they must be in the original packaging.



All claims must be accompanied by a document with supporting photographs attesting to the non-compliance of the delivered model.

- p). The Seller will have no liability with respect to the Buyer or any other person or for any loss or damage resulting directly or indirectly from the use of goods or the resulting in commercial damage.
- q). The warranty by the Seller is strictly limited to the goods delivered or the replacement of defective goods after the return postage is paid.
- r). The warranty shall lapse if the Buyer or third party shall without the express agreement of the Seller make modifications or repairs to goods delivered or if they have improper use.
- s). The warranty / liability of the Seller is excluded for damages which are not proven to result from damage due to normal wear, improper maintenance, failure to observe the conditions of use and / or instructions and precautions for use, excessive use, inappropriate use of equipment such as pumps with a too powerful flow, chemical influences and / or electronic, and other causes will not be attributed to the Seller. Models used with a too high pump pressure and leakage obtained while using it with a too high pressure will not be taken into account.
- t). The Seller disclaims any warranty / liability other than those mentioned above.
- u). The Buyer cannot in any case assert a right to compensation for damage not concerning the delivered goods. In particular, the Seller cannot be held liable in any way and for any reason whatsoever, directly and / or indirectly.
- v). The responsibility of the Seller is limited and is not liable if the Buyer and / or the end user do not follow the model information (Instructions and precautions regarding the use of Elastrat's silicon models) provided by the Seller.
- w). Are excluded from coverage: periodic maintenance if the Buyer needs it, repair and replacement of parts due to irregular usage. They will be carried out and invoiced to the Buyer.
- x). The basis of the Seller's models is anatomical. The Seller cannot guarantee even silicon layers as all his models are handmade.

8. INSTALLATIONS AND MAINTENANCE, STORAGE:

- a). The Buyer will have the full responsibility for the maintenance of models with their accessories in accordance with the instruction manual (Mounting instruction document or User Manual with instructions and precautions regarding the use of Elastrat's silicon models or the Slippery liquid guide) received with the shipment. The Buyer receives above documents specially designed by the Seller to mount the models in a continuous flow water circuit (if a tank + pump is purchased). They will provide information on installation, operation and storage.
- b). The Seller's team is not obliged to travel to assemble the models in the country of delivery. Should the Buyer wish for this, all expenses related to travel and installation personnel during the stay, will be at Buyer's expense.
- c). The Buyer is not allowed to question the responsibility of the Seller for any damage resulting from installation or faulty installation of models made by persons chosen by the Buyer or the Buyer himself.
- d). Storage of the models: After being used the models have to be stored in a dry place with a towel covering them. Not to be stored in a hermetic plastic bag as the models have to dry up after being used. Should they be stored in a closed environment some bacterial environment might develop and bring the models to a non-translucent use of them. The Seller is not responsible for this kind of misuse.
- e). Depending where, how, in which country the models are stored or used, the rigid silicon models may become slightly yellow with the time. The Seller has no responsibility in the structure of this silicon and its changing colour.

f). Repairs of models

The Seller will repair or do its utmost to repair a damaged model if misused by a client. The small repairs as small holes made with the misuse of a client's device will be manufactured for free. Larger repairs as a knife cut will be taken into account case by case. The shipment to and from Elastrat will be of Buyer's expense.

Should a model arrive damaged at the Buyer's address, pictures from our Buyer will have to be received by the Seller within maximum 10 days after reception of the models. Passed this period the models will be repaired to the Buyer's expenses.

Should the models be returned, they will have to be at least as well wrapped as they have been shipped. Should they have been damaged by the 1st shipment from the Seller to the Buyer, the Buyer is asked to wrap them better to avoid more damages by the shipment back to the Seller for repair.

To obtain service, the Buyer must include a copy of the commercial invoice in the returned shipment. **The Buyer's commercial invoice will not exceed € 50.- or US\$ 50.- as the model is considered as a used, old model.** Should the amount of the returned goods on the Commercial Invoice be larger and VAT be invoiced to the Seller, the VAT will be re-invoiced to the Buyer. The shipment has to be insured by the Buyer in case of loss.

The replacement unit will be covered by the balance of this time remaining on the Buyer's original limited warranty.



9. PROPERTY:

- a). The ownership of the goods will be transferred to the Buyer upon full payment of their price. However, the burden of risk of damage, loss, breakage, fire, water, or theft of goods will be transferred to the Buyer upon delivery. The Buyer must therefore take all necessary insurance to cover these risks in case of judicial settlement where there is liquidation of property. The Seller must be informed without delay of any seizure of goods.
- b). When the price has not been paid in full the Buyer will individualize the goods delivered under the contract and will not associate with other merchandise coming from other suppliers. At individualization default the Seller will be able to demand refund or take back the one still in stock.
- c). The Buyer agrees not to resell or process the sold goods until he has paid the full invoiced price.

10. INTELLECTUAL PROPERTY / INDUSTRIAL PROPERTY:

- a). The delivered models are designed, developed and manufactured by the Seller. Consequently, the Seller holds the sole intellectual property rights on these models, as well as the drawings, pictures and relevant sketches.
- b). The Seller is the sole owner of the existing industrial property rights, as well as the rights to the tooling, rights on plans, rights on designs, studies, Know-How, models and duties. On special models Buyers will be asked to contribute to any education costs or tooling costs, all rights thereunder.
- c). Counterfeiting, copying and use not in accordance with the model contract Elastrat may be an infringement of the aforementioned industrial property rights and are not permitted.
- d). The Seller reserves the right to intervene in court or otherwise in any action by any of its customers based on ownership of a counterfeit model. The said customer under penalty of damages must get in touch with the Seller immediately as collateral.

11. CATALOGS AND RATES:

- a). The Seller disclaims any responsibility for information labels, omissions, or errors that documentation, catalogues, price lists or website might contain. The Seller against all claims will invoke this clause and the applicant will oppose the constant jurisprudence. Any dispute will be judged by the company headquarters Elastrat regardless of the place of residence of the complainant.
- b). Nothing in these documents, catalogues, price lists or website may be copied without the written permission of the Seller. All rights of reproduction, adaptation and translation are reserved, (texts, illustrations, logos and photographs). The reproduction even partially by photocopy, scanner, or other means for commercial or advertising purposes is prohibited, and the authors may be prosecuted.
- c). Excludes doctoral work, conferences and research, medical publications made by customers of the Seller. Information contained in catalogues, brochures and price lists, the website and the statements of sellers or the company's technicians are only indicative. Any firm order accepted by the Seller implies for the Buyer the unconditional acceptance of the general conditions of sales, which supersede all clauses and stipulations expressed differently on orders or correspondence from buyers. Only written orders will be considered.

12. APPLICABLE LAW / JURISDICTION:

- a). **Applicable Law.** This General Terms and Conditions of Sales document shall be governed by the laws of Switzerland without regard to conflict of law provisions.
- b). **Jurisdiction.** Any and all disputes between the parties, of whatever nature, shall exclusively be submitted to the jurisdiction of the ordinary courts of Geneva, Switzerland.

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